

A. G. Contract No. KR97 1789TRN
ADOT ECS File: JPA 97-110
Project: STP--SAH-0(1)P SS411 03D
Section: LaCanada Drive Design

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SAHUARITA

THIS AGREEMENT is entered into 6 AUGUST, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
TOWN OF SAHUARITA, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not
limited to, the design of streets and primary, feeder and farm-
to-market roads; the replacement of bridges; the elimination of
roadside obstacles; and transportation enhancements.

4. Such project within the boundary of the Town has been
selected by the Town and has been submitted to the Federal
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the
acquisition of federal funds for the use and benefit of the Town
by reason of federal law and regulations under which funds for
the project are authorized to be expended.

NO. 21786
FILED WITH SECRETARY OF STATE
Date Filed 08/06/97
James Lee Hull
Secretary of State
By Vicky Greenwood

6. The work embraced by this agreement and the estimated project costs are as follows: Roadway design.

Estimated Design Cost	\$ 50,000.00
Federal Aid Funds @ 94.3%	\$ 47,150.00
Sahuarita Town Funds @ 5.7%	\$ 2,850.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the Town with federal funds for design work addressed under this agreement at 80% of the project cost.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing and transportation enhancement projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.
2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.
3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Sahuarita
Town Manager
Box 879
Sahuarita, AZ 85629

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SAHUARITA

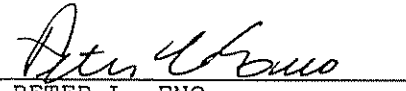
STATE OF ARIZONA

Department of Transportation

By


CHARLES OLDDHAM
Mayor

By


PETER L. ENO
Contract Administrator

ATTEST

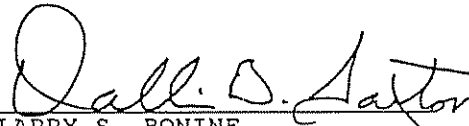
By


ANNE W. PARRISH
Town Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Sahuarita for the purpose of defining responsibilities for the design of roadway improvements to LaCanada Drive in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

SAHUARITA RESOLUTION NO. 1997-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF SAHUARITA AND THE STATE OF ARIZONA PROVIDING FOR THE ADMINISTRATION OF FEDERAL FUNDS AND PROVIDING FOR THE CONSTRUCTION OF CERTAIN TRAFFIC IMPROVEMENTS.

WHEREAS, the Town has determined that certain funds are available for traffic improvements, however in order to access these funds the State of Arizona, through the Arizona Department of Transportation, must administer the project and the town desires to obtain federal funding in order to assist the funding of these projects; and

WHEREAS, the State of Arizona and Town of Sahuarita desire to enter into an intergovernmental agreement providing that the state will obtain and administer the necessary federal funding and construction of certain traffic improvements for the town.

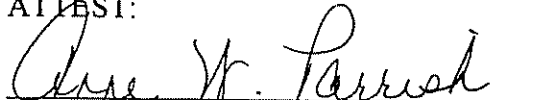
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, that the Town enter into the intergovernmental agreement attached hereto as Exhibit A between the Town of Sahuarita and the State of Arizona providing for the administration of federal funds and providing for the construction of traffic improvements.

BE IT FURTHER RESOLVED, that the Town Council hereby approves the form of the intergovernmental agreement and the Mayor is hereby authorized and directed to execute said agreement.

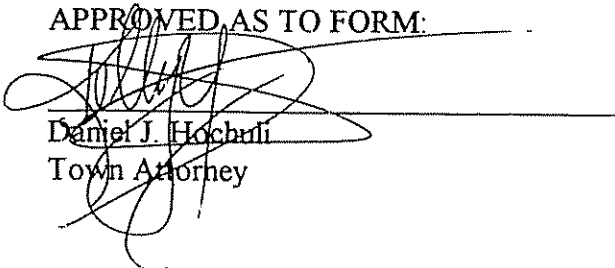
PASSED AND ADOPTED by the Mayor and Council of the Town of Sahuarita this 24th day of July, 1997.


Mayor Vivian J. Tiemeier

ATTEST:


Anne W. Parrish
Town Clerk

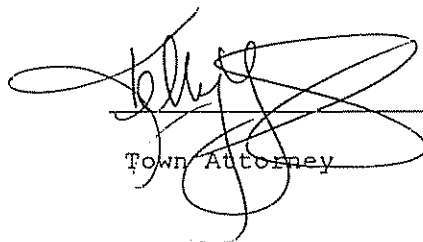
APPROVED AS TO FORM: _____


Daniel J. Hochuli
Town Attorney

APPROVAL OF THE SAHUARITA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SAHUARITA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 24th day of July, 1997.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1789TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 30, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cu/6737